

SPECIAL JOINT WORK SESSION
MONDAY August 13, 2007
6:00 p.m.

DEXTER SCHOOL BOARD
AND
DEXTER VILLAGE COUNCIL

Creekside Media Center – 2615 Baker Road

1. Presentation by Dan Whalen of Williams & Works on the 5th Well Site
 - a. Information on 5th Well Site
 - b. Review Next Steps
2. Dexter Ann Arbor Road Improvement Project
 - a. Rhett Gronevelt Village Engineer will provide an update on the project
3. Police Service Unit- Cost share of School Officer
4. Safe Routes to School Grant Program

This is a Special Council work session meeting; action will NOT be taken.

"This meeting is open to all members of the public under Michigan Open Meetings Act"

**"Amendment" Agreement for Public Safety Services
between
Dexter Community Schools and the Village of Dexter
April 12, 2004**

This is an amendment to the agreement for Public Safety Services (the "Agreement") dated March 1, 2000 between the Dexter Community Schools (the School District"), 7714 Ann Arbor Street, Dexter, Michigan 48130 and the Village of Dexter ("the Village"), 8140 Main Street, Dexter Michigan 48130.

REPEAL:

Section 2(a). Law Enforcement Officer- The Village shall reimburse the school annually for twenty percent (20%) of the costs incurred by the school for Law Enforcement Officer assigned to the School District or alternatively for other coverage mutually agreed upon by the Village and the School District.

REPLACE:

Section 2(a). Law Enforcement Officer- The Village shall reimburse the school annually for fifty percent (50%) of the costs incurred by the School for the Law Enforcement Officer assigned to the School District or alternatively for other coverage mutually agreed upon by the Village and the School District. The 50% shall begin July 1, 2004. Annually, the Village and the School District shall meet to evaluate the services and reimbursement schedule. Officials from other townships in the Dexter School District boundaries shall be invited to this meeting to discuss future partnerships in funding the Public Safety Services. This annual meeting should occur in December of each fiscal year.

In the event a non-emergency service call is made during normal school hours, from any other school in the DCS District, the School Law Enforcement Officer will respond, when possible before other Dexter Village Deputies.

All other sections and requirements of the original Agreement for Public Services dated March 1, 2000 shall remain enforceable.

VILLAGE OF DEXTER

DEXTER COMMUNITY SCHOOLS

By: _____

By: _____

Its: Jim Seta, Village President

Its: Bill Spargur, Superintendent

Date: April 12, 2004

Date: April 12, 2004

By: _____

By: _____

Its: Donna Eueste, Manager

Its: Incoming Superintendent

Date: April 12, 2004

Date: April 12, 2004

Agreement for Public Safety Services
between
Dexter Community Schools and the Village of Dexter

This Agreement for Public Safety Services (the "Agreement") dated March 1, 2000, is between the Dexter Community Schools (the "School District"), 7714 Ann Arbor Street, Dexter, Michigan 48130 and the Village of Dexter (the "Village"), 8140 Main Street, Dexter, Michigan 48130 and is as follows:

Whereas, the School District is building a new high school (the "New High School") on a parcel of property generally located at the southeast corner of Parker and Shield Roads (the "Property"), and

Whereas, to facilitate the construction of the New High School and to protect the environment by providing municipal water and sewer to the New High School, the Property has been conditionally transferred from the jurisdiction of Scio Township to the jurisdiction of the Village under a Contract for Conditional Transfer of Property dated January 24, 2000 (the "Land Transfer Contract"), pursuant to Public Act 425 of 1984, and

Whereas, the conditional transfer of the Property from the Township to the Village will increase the public safety costs and burdens of the Village because the Village will have to provide public safety services for the New High School, and

Whereas, in connection with the conditional transfer of the Property the School District and Village agreed to enter into an agreement whereby the Village would provide public safety services for the New High School and the School District would reimburse the Village for a portion of those costs, and

Whereas, the School District is authorized by Section 11a(3)(b) of the Revised School Code to provide for the safety and welfare of students while at school or en route, and

Whereas, the Village and School District have reached agreement on the terms and conditions for the Village to provide public safety services for the New High School and now desire to put those terms and conditions into writing,

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement, it is hereby agreed between the Village and School District as follows:

1. Public Safety Services. Upon the effective date of the Land Transfer Contract and during the time it is in effect, the Village shall provide public safety services to the School District. The public safety services shall include one (1) full-time law enforcement officer assigned and dedicated primarily to school-related duties during the school year. During the summer when school is not in session, the officer may be assigned to regular Village duties. The officer assigned to school-related duties by the Village shall not be under the control of the School District and shall not be considered to be an employee of the School District for any purposes. Fire protection services shall consist of the normal fire protection/suppression services provided by the Village.

2. Reimbursement for Services. The School District shall reimburse the Village for a portion of the direct expenses incurred in providing public safety services to the School District as follows:

a) Law Enforcement Officer – the School District shall reimburse the Village for eighty percent (80%) of the costs incurred by the Village for the Law Enforcement Officer assigned to the School District or alternatively for other coverage mutually agreed upon annually by the Village and the School District.

b) Fire Services - the School District will reimburse the Village for each fire department emergency response to the New High School. The amount of such reimbursement shall be based on the average response cost as determined by the Dexter Area Fire Department (or its successor). The reimbursement amount for the year 2000 is agreed to be five hundred fifty dollars (\$550) per each emergency response to the New High School.

c) The School District will reimburse the Village within thirty (30) days of receiving an invoice from the Village. The reimbursement for services shall be monthly [insert frequency of reimbursement, i.e., monthly, quarterly, semi-annually, etc].

3. Termination of Agreement. This Agreement shall terminate on the same date that the Land Transfer Contract terminates. If the Village receives

information or notice that the Land Transfer Contract will be terminated, it will immediately provide written notice of such fact to the School District. Either party may terminate this Agreement upon a material breach by the other party, provided a ninety-day (90) prior written notice is sent to the other party describing the material breach and the other party fails to cure the material breach within the ninety-day (90) period.

4. Notices. Any notice under this Agreement shall be delivered in person or sent by first class mail to the Village to Village Manager, Village of Dexter, 8140 Main Street, Dexter, Michigan 48130; and to the School District to Superintendent, Dexter Community Schools, 7714 Ann Arbor Street, Dexter, Michigan 48130.

5. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties and supersedes and merges any prior oral or written understandings and agreements between the parties with regard to the providing of public safety services to the New High School.

6. Amendment. This Agreement may be amended only by a written amendment signed by the parties.

7. Copies of Agreement. This Agreement may be executed in multiple counterparts, all of which together shall be deemed to be an original and the same agreement.

8. Captions. The captions in this Agreement are for convenience only and shall not be considered as a part of this Agreement or as in any way amplifying or modifying the provisions of this Agreement.

9. Enforceability; No Third-Party Beneficiaries. This Agreement shall be enforceable only by the parties, and no other person or third-party shall be considered to be benefited by or have the right to enforce any of the provisions of this Agreement.

VILLAGE OF DEXTER

By: [Signature]

Its: Village President

KZLIB:331249.402912-00022

DEXTER COMMUNITY SCHOOLS

By: [Signature]

Its: President, B.O.E.